

Grimes

AFSCME Council 61 (Public Works)

7/1/2004 6/30/2007

GRIMES/AFSCME

04-07

AFSCME and CITY OF GRIMES, IOWA

July 1, 2004 - June 30, 2007

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PREAMBLE

The City of Grimes, hereinafter referred to as the "Employer," and the American Federation of State, County, and Municipal Employees, Iowa Council 61 hereinafter referred to as the "Union," agree as follows:

DEFINITIONS

"Day" shall mean calendar day.

"Employer" shall mean the City of Grimes or the City Administrator as the context requires.

"Employee" shall mean an employee of the City of Grimes who is a member of the bargaining unit certified by the Iowa Public Employment Relations Board and as defined in Article I, Section 1.

"Act" shall mean the Iowa Public Employment Relations Act as defined in Iowa Code Chapter 20 (2003).

ARTICLE I

Section 1. Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for:

All permanent full-time and part-time employees of the City of Grimes Public Employee Unit and Crossing Guards; but excluding professional employees, office clerical employees, supervisors, Building Code Enforcement Officer, library employees, all employees in other departments of the City, all others excluded by the Act.

The Employer shall not enter into any agreement with Employees in the bargaining unit, individually or collectively, which in any way conflicts with the terms and conditions of this agreement.

Section 2. Non-Discrimination

The Employer and the Union agree that there will be no unlawful discrimination against any Employee as to hiring or termination, wages, training, upgrading, promotion, transfer, layoff, discipline or otherwise because of race, creed, color, national origin, sex, age, religion or physical disability; nor will there be any effort or attempt to cause such discrimination. The Union agrees to cooperate fully in any lawful affirmative action program or action undertaken by the Employer. Whenever the male or female gender is used in this agreement, it will be

'deemed to include the opposite gender.

ARTICLE II

Checkoff

The Employer agrees to deduct once each month, dues from the pay of those Employees who individually request in writing that such deductions be made. The Employee's union dues shall be deducted from the paycheck prepared for the second pay period each month such deduction is authorized. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all Employees shall be remitted, together with an itemized statement, to the Union Treasurer after such deductions are made.

Authorization for such deductions shall be revocable by the Employee by notification to the Employer thirty (30) days in advance of such revocation. Changes in the amount of dues shall be limited to no more than two (2) changes each year.

The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that might arise out of or by reasons of any action taken or not taken if the Employer deducts according to the billing the Union has furnished and if such monies are promptly remitted to the Union.

ARTICLE III

Section 1. Management Rights

Except as expressly limited by the terms of this agreement, the Employer shall have the exclusive power, duty and right to:

- (1) Establish work rules, performance standards and incentive programs.
- (2) Determine the type and use of technology.
- (3) Direct the work of is public employees.
- (4) Hire, promote, demote, consolidate, transfer, assign and retain public employees in positions within the City and to contract out.
- (5) Suspend or discharge public employees for proper cause.
- (6) Maintain the efficiency of City operations.
- (7) Relieve pubic employees from duties because of lack of work or for other legitimate reasons.
- (8) Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.
- (9) Take such actions as may be necessary to carry out the mission of the public employer and location of facilities.
- (10) Initiate, prepare, certify and administer its budget.
- (11) Exercise all powers and duties granted to the public employer by law.

ARTICLE IV

Section 1. Probationary Period

New Employees shall be added to the seniority list one hundred and eighty-one (181) days after their date of hire, but seniority shall date back to the date of hire. During the initial six (6) month period of continuous employment with the City as a regular employee, new employees shall be considered probationary employees. Probationary employees shall have no recourse to the grievance procedure mechanisms with respect to suspension, layoff, or discharge.

ARTICLE V

Seniority

Section 1. Definition

Seniority means an employee's length of continuous service with the Employer in a permanent position since his/her date of hire. Any length of service in a temporary full-time position shall be included in the computation of seniority if the employment was in the same classification as and contiguous to the appointment to a permanent position.

In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number being considered as having the greater seniority.

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause or retirement. However, if an employee leaves work for any reason other than those listed above, the employee shall retain his/her original seniority date for a period equal to his/her length of employment up to a maximum of two (2) years. Any period of absence of more than two (2) years shall represent a break in continuous service.

Management will be required to apply seniority as defined above only as specifically provided in this contract and subject to any limitations set forth in any particular article or section of this contract.

Section 2. Seniority List

The Employer shall post on all bulletin boards, the current seniority list showing the continuous service of each employee. A copy of the list shall be furnished to the local union when it is posted.

Section 3. Breaks in Service

An Employee's seniority shall be broken by voluntary resignation, discharge for just cause or retirement and there shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

Section 4. Retirement

Any employee who retires shall have the option to remain on the City's insurance until the employee reaches the age of sixty-five (65) with approval of City's insurance carrier. However, the employee will have to pay the full cost of insurance premiums.

ARTICLE VI

Reduction in Force

In all cases of layoff and recall, layoff and recall will be based on seniority.

Whenever the public interests may require a diminution in the number of employees, the city council shall by resolution and acting in good faith either:

1. Abolish the position and remove the employee from the employee's position or grade thereunder; or
2. Reduce the number of employees in any position by suspending the necessary number.

In case it thus becomes necessary to so remove or suspend any such employees, the persons so removed or suspended shall be those having seniority of the shortest duration in the positions affected, or such persons as the City Administrator shall determine based upon lack of identifiable work skills. Seniority shall be calculated pursuant to Article V, Section 1.

In case of such removal or suspension, the City Administrator shall issue to each person so affected a certificate showing the person's comparative seniority or length of service in each classification or grade from which the person is so removed and the fact that the person has been honorably so removed, and the person's name shall be carried for a period of not less than three years after such suspension or removal, on a preferred list and all appointments or promotions made during

said period to the person's former duties in such classification or grade shall be made in the order of greater seniority from such preferred lists.

ARTICLE VII

Settlement of Disputes

Section 1. Grievance and Arbitration Procedure

Any grievance or dispute which may arise between the parties regarding the application, meaning or interpretation of this agreement, shall be settled in the following manner:

Step 1. The grievance shall be written on a form provided by the Union. The Employee, with the Union Steward, shall take up the grievance or dispute with the City Administrator within ten (10) working days of the date of the grievance or the Employee's knowledge of its occurrence. The City Administrator shall attempt to adjust the matter and shall respond in writing to the Employee and the steward within ten (10) working days.

Step 2. If the grievance has not been settled, it shall be presented to the Mayor within five (5) working days of the City Administrator's response to Step 1. The Mayor shall respond in writing to the Employee and the steward within five (5) working days.

Step 3. If the grievance is still unsettled, either party has fifteen (15) days after the reply of the Mayor is due, by written notice to the other, to request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union. The Public Employment Relations Board shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both

the Employer and the Union shall have the right to strike two (2) names from the panel. The party to strike first shall be determined by coin toss. The parties also have the option to agree on one (1) of the names on the panel as being the arbitrator.

The decision of the arbitrator shall be final and binding on the parties. In questions involving back pay, the arbitrator shall be limited to providing back pay for a period not to exceed ten (10) days prior to the filing of the grievance.

Expenses for the arbitrator's service and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses.

Section 2. Sanctions

Failure by an Employee or the Union to comply with the above provisions shall constitute a withdrawal of the grievance. If the Employer fails to comply with the time limits the grievance is automatically moved to the next step.

Section 3. Time Limitations

Time limits may be extended only upon the mutual agreement of the parties.

Section 4. Processing Grievance During Working Hours

Each Union Steward may investigate and process grievances involving department Employees during working hours without loss of pay. In each case, the steward shall notify the City

Administrator and time shall be allowed, provided the work load permits.

Section 5. Grievance Meetings

Meetings may be scheduled during working hours upon mutual consent of the parties in an attempt to resolve grievances. Scheduling of such meetings shall not cause a loss of compensation.

ARTICLE VIII

Hours of Work

Section 1. Regular Hours

The regular hours of work each day shall be established by work rules for Monday thru Friday hours except for the Crossing Guard positions which shall be determined by the City Administrator.

Section 2. Work Week

The work week shall consist of five (5) eight (8) hour days, or four ten (10) hour days. Qualified Employees involved in continuous operations will have a choice of work week and days off according to seniority within their working group.

Section 3. Work Day

All Employees shall be scheduled to work on a regular work schedule, and shall have a regular starting and quitting time. Ten (10) or eight (8) consecutive hours of work shall constitute the regular work day.

Section 4. Work Shift

Ten (10) or eight (8) consecutive hours of work shall constitute a work shift. All Employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time except for the Crossing Guard positions. Qualified employees shall have the choice of work shifts according to seniority within divisions. If all Employees refuse the work shift, the Employer shall have the right to

assign qualified Employees in the inverse order of their working group seniority in order to fill the shifts.

Section 5. Work Schedules

Work schedules showing the Employee's shifts, workdays, and hours shall be posted on all department bulletin boards at all times.

Except for emergency situations, work schedules may be changed only with (10) working days written notice to the Employees involved. Emergency situations are defined as those situations which endanger the health and safety of the public, or damage to public property.

Section 6. Rest Periods

All Employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half ($\frac{1}{2}$) shift. The rest period shall be scheduled at the middle of each one-half ($\frac{1}{2}$) shift when the work load permits. Employees who for any reason work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such next shift if such work is anticipated to exceed two (2) hours. In addition, they shall be granted the regular rest periods that occur during that shift providing they are working at that time.

Section 7. Meal Periods

All Employees may be granted one-half ($\frac{1}{2}$) hour unpaid lunch period during each work shift. However, in the discretion of the

City Administrator a paid one half ($\frac{1}{2}$) hour lunch break may be given. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

The Employee shall be granted an additional thirty (30) minutes paid meal period when the Employee is requested to work six (6) hours beyond the end of the regular work shift and the employee actually works three (3) hours. The Employee shall be granted additional meal periods every four (4) hours thereafter on the same basis while the Employee continues to work.

Section 8. Cleanup Time

Employees shall be granted a twenty (20) minute personal cleanup and report period prior to the end of each work shift.

Work schedules may be arranged so Employees may take advantage of this provision; the Employer shall make cleanup facilities available wherever possible.

Section 9. Pay Periods

The pay period shall be Monday through Sunday. All employees shall be paid on Monday of every second week unless the Monday is a holiday; in that event, payday shall be moved to Tuesday.

Section 10. Council Meetings

If an employee is required by the City Administrator in writing to attend any Council meeting, they will be in pay status.

ARTICLE IX

Overtime

Section 1. Rate of Pay

Time and one-half of the Employee's regular hourly rate of pay, or compensatory time off (at the option of the Employee) at the rate of time and one-half, shall be paid for work under any of the following conditions.

A. Weekly

Overtime compensation shall be paid for all work performed in excess of forty (40) hours in any work week.

B. Sunday Overtime

Any and all work performed on Sundays outside the Employee's normally scheduled shift shall be compensated at double the employee's normal rate.

C. Holiday Overtime

All employees are entitled to Holiday premium pay to be taken in time or pay at the employee's discretion. Any and all work performed on Holidays shall be compensated at one and one half times the Employee's normal rate.

Section 2. Work Schedules

The Employer shall not have the right to change the regular work schedules of Employees who have worked overtime in order to avoid payment of premium rates for hours worked outside the regular work schedule.

Section 3. Compensatory Time

Overtime shall be compensated at a premium rate of time and one-half (1-1/2) (double time - Sundays) the employee's base hourly pay. Payment shall be made in either cash or compensatory time as follows:

1. The decision to pay overtime in cash or compensatory time rests with the employee; however, the Employer reserves the right to require employees to take cash payment rather than earned compensatory time.

2. Compensatory time can only be accumulated to one hundred twenty (120) hours; any hours over one hundred twenty (120) will be paid out in cash.

3. A request can be made by the employee for a payout in cash of any accumulated compensatory time. There must be at least a two (2) week notice to the City Administrator and the money will be paid in a separate check issued at the next regular payday.

4. Compensatory time may not be carried over into a new calendar year. Compensatory time due an employee at the end of the calendar year shall be paid for in cash.

5. Compensatory time off may be granted at the request of the employee with the approval of the City Administrator. Compensatory time off shall be granted at the convenience of the employee whenever possible consistent with the staffing needs of the City.

Section 4. Computation of Hours

For the purpose of computing overtime hours, all hours for which the Employee actually works including sick leave, vacation leave, holiday leave, and compensatory time shall be considered "hours worked" when used before forty (40) hours in pay status are accumulated or if prescheduled sixteen (16) hours in advance.

Section 5. Scheduling of Overtime

The Employer will, as far as practicable, distribute overtime on an equal basis among those included employees in that classification assigned to the work unit who normally perform the work involved.

Overtime opportunities shall be accumulated and offered. Overtime not worked shall be considered time worked for purposes of overtime distribution.

ARTICLE X

Health and Welfare

Section 1. Group Life

A. The Employer shall establish and maintain a group life insurance program for each permanent Employee. The Employer shall pay the premium costs for life insurance coverage equal to \$10,000 term life insurance per Employee.

Section 2. Group Medical

A. The Employer shall establish and maintain a group medical health program for each permanent Employee effective no later than their 30th day of employment. The Employer will pay 100% per month premium costs for single and the Employee shall pay \$90 per month for family coverage. In the second year of the Agreement, the Employees shall pay \$90 per month for family coverage and the Employees shall pay 50% of the premium increase. In the third year of the Agreement, the Employees shall pay \$90 per month for family coverage, plus the increase incurred during the second year, and 50% of the premium increase in the third year. Notwithstanding the preceding paragraph, the Employee's maximum contribution for family coverage during the life of this Agreement shall be \$120 per month. The Employee shall have the cost for such insurance deducted from each paycheck.

Section 3. Medical Examinations

When the Employer requires an Employee to undergo a physical examination, the cost of said examination shall be borne by the

Employer.

Section 4. Vaccinations

The Employer shall provide vaccinations when such are required by the Employer as a condition of employment.

Section 5. Reporting of Accidents

All injuries that occur during the working hours must be reported to the City Administrator or designee on the day of the injury before the Employee leaves their department of employment and provided the Employee is physically able. If an Employee learns subsequent to leaving work that an injury did occur during working hours, the Employee shall report such injury at the beginning of the next regularly scheduled work shift to the City Administrator or designee.

ARTICLE XI

Required Licenses and Clothing

Section 1. Licenses

If the maintenance of a state approved license is a condition of employment established by the Employer and the State of Iowa, the cost of the test, the license fee, its renewal and only the expenses identified in this paragraph shall be paid by the Employer. The Employer shall only compensate the employee for mileage by allowance of the city-owned automobile or at the current I.R.S. level for use of personal auto. For continuing education required for the maintenance of the license, the city shall pay registration and material fees. For continuing education, the employee shall be in pay status not to exceed ten hours per day including instruction and authorized travel time. Hotel fees and meals will be provided by the Employer during training.

Section 2. Uniforms

If an Employee is required to wear a uniform as a condition of employment established by the Employer, the uniform shall be furnished and maintained by the Employer. Coveralls shall be purchased by the City and shall be worn as part of the employee's uniform.

Section 3. Protective Clothing

If an Employee is required to wear a protective device as a condition of employment established by the Employer, the

protective device shall be furnished and maintained by the Employer.

Section 4. Clothing Allowance

Upon receipt of a duly authorized invoice and a prescription for eye glasses, the Employer shall pay up to \$150 every two years toward the purchase of safety glasses. After the initial two year period, the City will pay for prescription safety glasses only upon the presentation of a prescription which indicates the Employee has experienced a change in vision. Otherwise, the City will provide non prescription safety glasses from a vendor of its choice.

The City will pay the cost of work boots on an annual basis from a vendor of the City's selection unless the City Administrator determines the employee is not in need of replacement work boots. The City will provide rubber boots when it is needed in the employment.

ARTICLE XII

Vacations

Section 1. Vacation Period

All eligible Employees shall be granted and may use an annual paid vacation for the period specified below, based on the following requirements:

<u>Years of Service Complete</u>	<u>Vacation Annual Accrual</u>
0-1 Years	40 Hours
2-5 Years	80 Hours
6-12 Years	120 Hours
13 Years	160 Hours

Vacation will be pro rated and accrue each pay period.

Section 2. Vacation Pay

The rate of vacation pay shall be the Employee's regular hourly rate of pay as defined in Article XVIII, Wages, in effect for the Employee's classification on the day immediately preceding the Employee's vacation period.

Section 3. Scheduling

Vacation periods are to be granted and scheduled by the City Administrator taking into consideration the City's work and the Employee's request. Vacations will be granted at the time requested by the Employee unless the nature of the work load makes such a grant impracticable. If, because of the nature of the work load, it is necessary to limit the number of Employees on vacation at the same time, the Employee with the greater

working group seniority shall be given preference in vacation period selection.

An Employee's request for vacation shall be submitted in writing to the City Administrator. Vacation requests will be answered within five (5) working days from the date of receipt.

The Employee reserves the right to use accrued vacation in allotments they choose, subject to the following: for employees with 2 weeks to 3 weeks of vacation - 1 week must be used in an allotment of 40 hours with the remaining block usable in 2 hour allocations, for employees with 4 weeks of vacation - the employee must use 2 blocks in allotments of 40 hours each with the remaining time usable in 2 hour allocations.

Section 4. Accumulation of Vacation Time

Annual leave may be accumulated to twice the annual entitlement.

Section 5. Holiday During Vacation Period

If a holiday occurs during the calendar week in which a vacation is taken by an employee, it shall be counted as a holiday.

Section 6. Work During Vacation Period

If after the Employee has begun their vacation, the Employer requires the Employee to work during the scheduled vacation period, the Employee shall be compensated as follows:

A. The Employee shall be paid at the one and one-half times their regular hourly rate of pay for their classification as

defined in Article XVIII, Wages, Section 1, for the hours worked;

B. The Employee shall not be charged with vacation time for the hours worked; and

C. The Employee's vacation time during which they worked shall be rescheduled pursuant to Section 4 of this Article.

Section 7. Unused Vacation Time

An Employee who is separated from service with the City for any reason shall be compensated in cash for all unused vacation time.

ARTICLE XIII

Bulletin Boards

Section 1. Location

One (1) official bulletin board location shall be established by the Employer located in the lunchroom. The Union agrees that the Employer's bulletin board shall be of the same size as the Union's bulletin board.

Section 2. Supply and Maintenance

One (1) bulletin board approved by the Employer shall be allowed and located in the lunchroom. The bulletin board shall be supplied and maintained at the expense of the Union, size being 4 feet by 4 feet.

Section 3. Use

Only the Union may use its bulletin board and only the city may use its bulletin board.

ARTICLE XIV

Leave of Absence

Section 1. Eligibility

Employees shall be eligible for leaves of absence after six (6) months service with the Employer.

Section 2. Application for Leave

A request for a leave of absence shall be submitted in writing by the Employee to the City Administrator. The request shall indicate the reason the leave of absence is being requested, the length of leave time requested, and whether the request is for leave with or without pay. The request shall be submitted no later than ten (10) days prior to the date of the anticipated absence whenever possible.

Section 3. Grant or Denial of Requested Leave

The City Administrator shall grant or deny leave, taking into consideration the City's work load and the Employee's request.

Authorization for leave, if granted, shall be furnished in writing. Any request for a leave of absence shall be answered promptly.

In addition to accruing seniority while on any leave of absence granted under the provisions of this agreement, Employees shall be returned to the position they held at the time the leave of absence was requested. However, if any Employee is returning from an educational leave during which the Employee has acquired

the qualifications for a higher rated position, the Employee shall be returned to the higher rated position under the following conditions:

A. The position became or remained open during the Employee's leave and it is still open at the time the Employee returns from leave;

B. The Employee requests assignment to the higher rated position within ten (10) days after returning from an educational leave; and

C. The Employee has greater qualifications and seniority than other people requesting assignment to the position.

Section 4. Paid Leaves

A. Bereavement Leave:

In the event of a death in the family of an Employee spouse, parents, children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, the Employee shall be granted three (3) day's leave of absence with full pay to make household adjustments, arrange for medical services, or to attend funeral services. For death of other relatives, sick leave may be utilized. However, sick time used will be bereavement leave and will not be counted as an unexcused absence against the employee but will be drawn against accumulated sick leave.

B. Jury Duty:

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service.

Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service. If an Employee's presence is not required, they shall be expected to return to work. The City Administrator shall require a signed jury card for each day of jury service indicating time of discharge from duty.

C. Voting Time:

Employees shall be granted a leave of absence on any election day if there is not sufficient time outside the Employee's work hours to allow the Employee to vote.

Section 5. Unpaid Leaves

A. Reasonable Purpose:

Leaves of absence for a limited period -- not to exceed six (6) months -- may be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period upon request of the Employee.

Reasonable purpose in each case shall be agreed upon by the Union and the Employer.

B. Union Business:

Employees elected to any union office or selected by the Union to do work which takes them from their employment with the Employer may, at the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed two (2) years, but it may be renewed or extended for a similar period at any time upon the request of the Union.

Members of the Union selected by the Union to participate in any other Union activity may be granted a leave of absence at the request of the Union. A leave of absence for such Union activity shall not exceed one (1) month, but it may be renewed or extended for a similar period at any time upon the request of the Union. No more than one (1) Employee shall be allowed to be off the payroll for this type of leave at any one time.

C. Education:

After completing one (1) year of service, any Employee, upon request may be granted a leave of absence for educational purposes at the discretion of the City Administrator. The period of the leave of absence shall not exceed one (1) year, but it shall be extended or renewed at the request of the Employee.

One (1) year leaves of absence (with any requested extension) for educational purposes shall not be provided more than once every three (3) years.

Employees may also be granted leaves of absence for educational purposes -- not to exceed one (1) month in any calendar year -- to attend conferences, seminars, briefing sessions, or other functions of similar nature that are intended to improve or upgrade the individual's skill or professional ability.

Section 6. Military Service

Any Employee who is a member of a reserve force of the United States or of this State and who is ordered by the

appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence with pay during the period of such activity. Such leave of absence with pay shall not exceed thirty (30) days per calendar year.

Any Employee who enters into active service in the Armed Forces of the United States while in the service of the Employer shall be granted an unpaid leave of absence for the period of military service.

ARTICLE XV

Sick Leave

Section 1. Definition

Sick leave is that leave which may be earned by an Employee which, after earned, may be used by the Employee only in case of actual personal illness or injury to himself/herself or his/her immediate family. "Immediate Family" for purposes of this article is defined as the employee's spouse, parents and legal dependents.

Section 2. Eligibility

Sick leave will be pro rated and accrue each pay period.

Section 3. Earned Leave

Eligible permanent employees shall be allowed to earn sick leave at the rate of 18 days per year.

Section 4. Accumulation

Sick leave may accumulate from year to year, but the maximum accumulation of sick leave at any time shall not exceed six hundred forty (640) hours.

Section 5. Used Sick Leave

Sick leave may be granted, if earned, in minimum units of one (1) hour.

Section 6. Unused Sick Leave

One-half of the sum of sick leave accumulated, up to a maximum payout amount of 270 hours, shall be compensated upon retirement or upon disability causing permanent separation from

the employee of the Employer.

Section 7. Immediate Family Provision

When an Employee must be away from the job because of a serious illness or injury in the immediate family, requiring the Employee's presence to care for the ill or injured family member, such leave shall be granted by the Employer and charged against sick leave time accrued.

No more than five (5) days of sick leave may be used per incident.

Section 8. Reporting Sick Leave Absence and Verification

Sick leave shall be reported and may be verified as follows:

A. Reporting of absence on sick leave:

If an Employee is absent for reasons that entitle him/her to sick leave, the employee or a member of his/her household shall notify his/her supervisor or designee prior to his/her reporting time, if possible. In such case, the Employee shall notify his/her supervisor as soon as such notification is physically possible. Immediately upon return to work the Employee shall submit a leave form to his supervisor.

B. Investigation of use of sick leave:

The Employer may investigate the basis of the reason given by an Employee absent on sick leave. False or fraudulent use of sick leave shall be cause for disciplinary action and may result in dismissal.

C. Medical statement:

Any Employee who is absent on sick leave because of his/her own illness or that of a member of his/her family as defined in Section 7, may, if the Employer has reason to believe an abuse of sick leave is occurring, be required to furnish a statement signed by attending physician.

D. The Employer will not be liable for any expenses resulting from the doctor's verification.

Section 9. Leave Without Pay

Leave without pay may be granted by the employer for illness or injury extending beyond an Employee's earned sick leave.

Section 10. Injury Leave

If an Employee incurs an injury compensable by Workmen's Compensation, the "waiting period" shall be compensated and charged to sick leave or compensatory time. During the period which the Employee is being compensated by Worker's Compensation, the Employee shall be compensated at the rate of one and one-half (1-1/2) days per week in addition to Worker's Compensation, to be charged against the Employee's accrued sick leave or compensatory time at the Employee's request.

Section 11. Payment of Insurance Premiums

In the event the Employer either agrees to extend an Employee's leave without pay beyond an Employee's earned sick leave, or chooses not to so extend the Employee's leave without pay, the Employer agrees to pay the Employer portion of the insurance premiums due as determined elsewhere in this agreement

for the one month premium pay period following the date the Employee's earned sick leave ends.

Section 12. Maternity

An Employee, if otherwise eligible, may use sick leave for maternity leave. In the event the Employee does not have sufficient sick leave, she may request the balance of maternity leave, not covered by sick leave, as an unpaid leave of absence. Maternity leave, other than for medical reasons, shall not exceed eight (8) weeks.

ARTICLE XVI

Wages

Section 1. Wage Schedules

Beginning July 1, 2004, Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A which reflects FY 2004 wage rates and which includes lead worker pay. Effective July 1, 2004, employees shall receive a 3.5 percent annual raise in the first two (2) years of the agreement and 4.0 percent in the final year of the agreement, on the basis of each Employee's wages as set out on Appendix A. In addition, each Employee shall receive longevity pay as defined by this Agreement which shall not be subject to the annual raise referenced in this paragraph. The attached wage schedule shall be considered as part of this Agreement.

Section 2. Wage Matrix.

For purposes of this paragraph, wage rates employed in this paragraph are set out in Appendix B and are incorporated herein by reference. The Wage Matrix shall also be indexed during the life of this Agreement by the annual percentage wage increase called for by section 1 of this article. The parties further agree to establish the following wage matrix for new hires (excluding crossing guards). The City Administrator shall have the sole discretion to start a new hire at either the starting wage rate based upon experience or may advance a new hire to the six month wage rate. Otherwise, a new hire will advance to the

six month wage rate after six consecutive months of employment and to the one year wage rate after 12 consecutive months of employment with the City.

Section 3. Longevity Pay.

During the life of this Agreement, each Employee with the requisite years of service shall be eligible for longevity pay which pay shall not be adjusted based upon the annual wage adjustment called for by section 1 of this Article nor are the wage rates on Appendix A subject to adjustment based upon longevity pay. Stated differently, the parties agree that longevity pay and lead worker pay should be applied after an individual has received their annual adjustment on Appendix A.

Longevity pay shall be paid as follows:

<u>Years of Service Complete</u>		<u>Hourly Adjustment</u>
5-9	Years	\$.05 per hour
10 - 14	Years	\$.10 per hour
15 - 19	Years	\$.15 per hour
20	Years	\$.20 per hour

ARTICLE XVII

Specific Purpose Clause

Section 1. Savings

Should any provision of this Agreement be found to be inoperative, void or invalid by a Court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision. Should any provision become inoperative as a result of court or other action, the parties agree to negotiate a substitute provision immediately.

Section 2. Closing of Negotiations

This Agreement covers wages and benefits for the contract year beginning July 1, 2004 through June 30, 2007. It is understood by the Union and the Employer that there shall be no reopening of further negotiations concerning new or additional items, terms or conditions during the life of this Agreement.

Section 3. Successor

This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed to the detriment of the other party in any respect whatsoever by consolidation merger, sale, transfer, lease or

assignment of either party hereto, or whatsoever by any change of any kind of the ownership of or management of either party hereto or of any separable, independent segment of either party hereto. Such agreement shall not apply to any party to whom the city has contracted out work pursuant to Article III.

Section 4. Exclusiveness of Agreements

This agreement shall contain all of the covenants, stipulations and provisions agreed upon by the parties. Therefore, for the life of this Agreement, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issues whether specifically bargained about prior to the execution of this Agreement or which may have been omitted in the bargaining which led up to the execution of this Agreement except by mutual agreement of the parties.

ARTICLE XVIII

Holidays

Section 1. Holidays Recognized and Observed

The following days shall be recognized and observed as paid holidays:

1. Afternoon before New Years and New Years Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Day after Thanksgiving Day
7. Afternoon before Christmas and Christmas Day
8. Martin Luther King Day
9. Veterans Day
10. Birthday Holiday

Eligible permanent Employees shall receive one (1) day's pay for each of the holidays listed in 1 to 10 above on which the Employee performs no work. For Employees assigned to a regular Monday to Friday schedule, whenever any of the holidays listed in 1 to 10 above falls on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed in 1 to 10 above falls on Sunday, the succeeding Monday shall be observed as the holiday. for Employees assigned to a regular schedule other than Monday to Friday, the regular holiday shall be observed.

Each permanent Employee may take eight (8) hours of paid holiday at some time during the two week period in which their birthday falls, to be scheduled by mutual agreement of Employee and the City Administrator (every effort shall be made by the City Administrator to accommodate scheduling of such day).

If work load prohibits the taking of this holiday, the Employer shall provide for the holiday outside the prescribed period.

Section 2. Eligibility

Any Employees shall be eligible for holiday pay for those holidays listed in 1 through 10 above only under the following conditions:

The Employee works the last scheduled working day before and the next scheduled working day following the holiday unless he/she is on paid leave approved by the employer. In the event the employee fails to work either qualifying day, the employee shall be paid one-half of the holiday pay. In the event the employee fails to work both qualifying days, the employee shall not be compensated for the holiday.

If an employee is on vacation when the holiday occurs such time will be counted as a holiday.

Section 3. Holiday Work

If an Employee works on any of the holidays listed in 1 through 10 above, he/she shall be paid time and one half for all

hours worked, or compensatory time off at the rate of time and one half for each hour worked in addition to their regular holiday pay.

ARTICLE XIX

Termination

This Agreement, or any part of it, may be terminated or renegotiated at any time by mutual consent of both parties.

This Agreement shall be effective as of July 1, 2004 and shall be binding upon the Employer, and the Union and its members, and shall remain in full force and effect through June 30, 2007.

The Agreement shall remain in full force and effect during the period of negotiations following this agreement's effective date.

ARTICLE XX

Reporting Time

Any Employee who is regularly scheduled to report for work and who presents himself/herself for work as scheduled shall be assigned at least three (3) hours work on the job.

If work on the job is not available, after the Employee has presented himself/herself for work, the Employee shall be excused from duty and paid, at his/her regular rate, for three (3) hours work at the straight time rate.

When any Employee reports for and starts to work as scheduled, and is excused from duty due to work not being available before completing three (3) hours work, the Employee shall be paid, at his/her regular rate, for three (3) hours work at the straight time rate.

ARTICLE XXI

Call Time

Any Employee called to work by the Employer outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of time and one-half.

If the call time work assignment and the Employee's regular shift overlap, the Employee shall then be paid for the balance of his/her regular shift at the appropriate rate. This provision is not applicable to Employees prescheduled for duty at least forty-eight (48) hours in advance.

ARTICLE XXII

Union Activities During Working Hours

and On Premises

Section 1. Allowed Activities

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, Employees who are authorized Union representatives shall be allowed subject to proper notice to and approval of the City administrator to:

- A. Post Union notices;
- B. Consult with the Employer or his representative concerning the enforcement of any provisions of this agreement; and
- C. Transmit communications, investigate, and file grievances authorized by the local Union or its officers to the Employer or his representative.

ARTICLE XXIII

Work Rules

Section 1.

The Employer and the Union recognize that the formulation of fair and reasonable work rules during the term of this agreement is the exclusive prerogative of the Employer. Such work rules shall be posted at least ten (10) working days in advance of their effective date. New employees shall be provided with a copy of the work rules at the time of hire.

Section 2. Department Work Rules

The Employer may from time to time adopt new and/or different changes in existing work rules. In the event work rules promulgated by the Employer conflict with any express terms or provisions of the agreement, the express term or provision of the collective bargaining agreement shall govern.

ARTICLE XXIV

Health and Safety Committee

Section 1.

A Health and Safety Relations Committee composed of two (2) designated representatives of the Employer and all Employees of the City shall meet every calendar quarter unless such a meeting is requested by either party and the parties mutually agree to meet. Only if such meetings occur during the scheduled hours of work, shall such meeting time be compensated to the Employees attending at their regular hourly rate of pay. There will be a limit of one hour for the meeting and employees attending shall be in pay status per meeting unless the parties mutually agree to extend the meeting. If the meeting is extended by mutual agreement and exceeds the regularly scheduled hours of work as defined in Article VIII, such hours shall not be compensated.

CITY OF GRIMES, IOWA

APPENDIX A

2004RATE PER HOUR

	<u>NAME</u>	<u>JOB/DEPARTMENT</u>	<u>July 1, 2004</u>
1.	Dennis Bacon	Public Works	\$17.43
2.	DeWayne Lewis, Jr.	Public Works	\$16.30
3.	Lloyd Lull	Public Works	\$16.25
4.	Verl Duncan	Public Works	\$16.25
5.	Scott Eiteman	Public Works	\$16.25
6.	Don Miller	Crossing Guard	\$ 9.08
7.	Don Starnes	Crossing Guard	\$ 9.08

CITY OF GRIMES, IOWA

APPENDIX B

2004 - 2007 PAY MATRIX

The following wage rates are established:

Starting Wage Rate:

\$12.42 to \$13.97 per hour

Six Month Wage Rate:

\$14.49 per hour

One Year Wage Rate:

\$15.53 per hour

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their respective chief negotiators, and their signatures placed thereon, all of this the ____ day of March, 2004 at Grimes, Iowa. Both parties agree that the provisions and terms of this agreement shall become effective July 1, 2004, through June 30, 2007.

CITY OF GRIMES

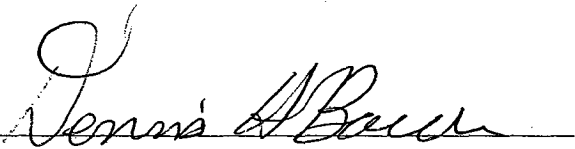
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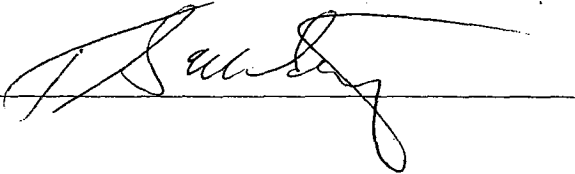
Tom Armstrong
Chief Negotiator
Mayor, City of Grimes

AFSCME

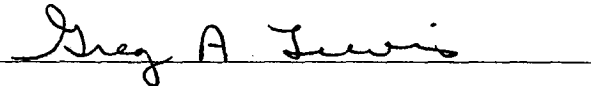
By



By



By



Greg A. Lewis
Chief Negotiator